

## LEASE ADDENDUM

This Addendum is made this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "Lessor"), \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ (hereinafter called  
"Lessee") adds the following provisions to the residential lease agreement entered into between Lessor  
and Lessee dated \_\_\_\_\_ ("Lease") for the lease of the property  
located at \_\_\_\_\_ ("Lot"):

1. Lessee and Lessor acknowledge that the Lot is in a covenant controlled community and that the Lot this Lease are subject to the Declaration of Covenants, Conditions and Restrictions for Delmonico Townhomes ("Declaration"), the Articles of Incorporation of Delmonico Townhomes Association, Inc. ("Articles"), the Bylaws of Delmonico Townhomes Association, Inc. ("Bylaws") and rules and regulations adopted by the Board of Directors of Delmonico Townhomes Association, Inc. ("Association"). Association shall be a third party beneficiary of this addendum.

2. Lessee shall comply strictly with the Declaration, the Articles, the Bylaws, and the rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges that the violation by Lessee, or any occupant or person living with Lessee, of any provision of the Declaration, Bylaws, or the rules and regulations adopted thereunder, shall constitute a default under this Lease.

In order to enforce the provisions of this Addendum, the Association may bring an action against the Lessor or Lessee for damages or injunctive relief or may impose any other sanction authorized by the Declaration or Bylaws or available at law or in equity including, without limitation, the right to suspend the Lessee's use of Common Area, to impose fines upon Lessor or Lessee for such violations, and/or to terminate the lease. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter.

Lessee and Lessor hereby represent that Lessee has been given a copy of the Declaration, Articles, Bylaws, and rules and regulations of the Association, that Lessee has read them, and that Lessee is bound by them. If Lessee or a person living with Lessee violates the Declaration, Articles, Bylaws or a rule or regulation for which a fine is imposed, the Association shall have the option to assess a fine against Lessee; provided, however, if the fine is not paid by Lessee within the time period set by the Board of Directors of the Association, Lessor shall pay the fine upon notice from the Association of Lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.

3. The Lot may not be sublet by Lessee without the express written consent of the Association, notwithstanding any other provision of the lease.

4. This Addendum shall not be modified without the written consent of the Association.

5. This Addendum shall remain in effect for the duration of Lessee's tenancy, whether by renewal of the lease or as a holdover tenant.

6. If there is a conflict between the Lease and this Addendum, this Addendum shall control. All unaffected provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LESSOR: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please Print)

LESSEE: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please Print)